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5 Attorneys for Defendant
6 NATIONAL CREDIT ADJUSTERS, LLC
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8

9 UNITED STATES DISTRICT COURT
10 CENTRAL DISTRICT OF CALIFORNIA

11 DAVID MAYFIELD,

12 Plaintiff,

13 vs.

14 NATIONAL CREDIT ADJUSTERS, LLC, a
15 foreign limited liability company; and DOES
1-10, inclusive,

16 Defendant.

CASE NO.

2:15-CV-07235-PSG-RAO

**STIPULATED PROTECTIVE
ORDER**

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1 IT IS HEREBY STIPULATED by and between Plaintiff DAVID
2 MAYFIELD (“Plaintiff”) and Defendant NATIONAL CREDIT ADJUSTERS,
3 LLC (“Defendant”) through their respective attorneys of record, as follows:

4 WHEREAS, the parties expect that discovery in this action will encompass
5 confidential and proprietary documents and trade secrets of one or more parties,
6 including without limitation financial data such as sales data, revenues, costs,
7 pricing structure, customer information, purchasing information, tax returns,
8 business strategies, and potentially other non-public information, such as personal
9 income, credit and other confidential information of Plaintiff or Plaintiff’s
10 witnesses.

11 THEREFORE, It is hereby stipulated, and the parties hereby request, that the
12 Court enter a protective order as follows:

13 I. SCOPE:

14 A. This Protective Order shall limit the use and/or disclosure of
15 documents, deposition testimony, and related information which are, or which
16 embody or disclose any information, designated hereunder as “CONFIDENTIAL”
17 or as “CONFIDENTIAL--ATTORNEYS’ EYES ONLY” and shall apply to:

18 1. All such documents so designated in accordance with this Protective
19 Order and all information contained therein;

20 2. Portions of deposition testimony and transcripts and exhibits thereto
21 which include, refer, or relate to any designated “CONFIDENTIAL” or
22 “CONFIDENTIAL--ATTORNEYS’ EYES ONLY” information;

23 3. All information, copies, extracts, and complete or partial summaries
24 prepared or derived from information that was designated “CONFIDENTIAL” or
25 “CONFIDENTIAL--ATTORNEYS’ EYES ONLY”;

26 4. Portions of briefs, memoranda, or any writing filed with or otherwise
27 supplied to the Court under seal, which include or refer to any information
28 designated “CONFIDENTIAL” or “CONFIDENTIAL--ATTORNEYS’ EYES

1 ONLY”; and

2 5. Any document exchange in connection with, or related to, any
3 mediation, or proposed mediation.

4 B. Any person (i.e., any individual or entity) designating documents,
5 testimony, or other information as “CONFIDENTIAL” or “CONFIDENTIAL--
6 ATTORNEYS’ EYES ONLY” hereunder asserts that he, she, or it believes in good
7 faith that such material is his, her, or its Confidential Information which is not
8 otherwise available to the public generally, or is Confidential Information which
9 the person believes is or may be encompassed by a pre-existing confidentiality
10 agreement with any other person.

11 C. “Confidential Information” is defined as documents, material, or
12 testimony that is private or constitutes and/or relates to (a) trade secrets; (b)
13 business strategies, decisions, and/or negotiations; (c) financial, budgeting, and/or
14 accounting information; (d) customer information, including prospective
15 customers; and (e) marketing studies, proformas, projections, and similar
16 information relating to the value and/or potential value of stock, science and
17 technology, and/or other assets or liabilities.

18 D. Confidential Information ordinarily should be designated as
19 “CONFIDENTIAL” rather than “CONFIDENTIAL--ATTORNEYS’ EYES
20 ONLY.” A “CONFIDENTIAL--ATTORNEYS’ EYES ONLY” designation is
21 appropriate only where the Confidential Information is so extremely sensitive in
22 the context of this case that there is a real danger that the party producing the
23 information could be prejudiced if the information is disclosed under the protection
24 provided by a “CONFIDENTIAL” designation. Examples of information
25 warranting a “CONFIDENTIAL--ATTORNEYS’ EYES ONLY” designation are
26 documents which contain, disclose, or reflect trade secrets, sensitive customer
27 information, business and marketing plans and information, or similarly
28 competitively sensitive information.

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1 E. Nothing in this Order and no party's designation of any document or
2 information as "CONFIDENTIAL" or "CONFIDENTIAL--ATTORNEYS' EYES
3 ONLY" shall be construed to constrain, preclude, or otherwise affect in any
4 manner the independent research and development, marketing, product
5 development, or other technical activities of the parties.

6 F. Nothing in this Order and no party's designation of any document as
7 "CONFIDENTIAL" or "CONFIDENTIAL--ATTORNEYS' EYES ONLY" shall
8 be construed to constrain, preclude, or otherwise affect the use (including the
9 ability to include the document or information in papers not filed under seal) of
10 another party's documents which are duplicates of such designated documents
11 provided that such duplicate documents were lawfully obtained by such party
12 through means independent of the discovery process.

13 G. A party's failure to designate a document as its Confidential
14 Information where the document was produced by another party and designated by
15 the producing party as that party's Confidential Information shall not be construed
16 to waive the non-designating party's claim, with respect to present and future
17 litigation between these or other parties, that the document contains the non-
18 designating party's Confidential Information.

19 II. DESIGNATION OF DOCUMENTS AND DEPOSITIONS AS
20 "CONFIDENTIAL" OR "CONFIDENTIAL--ATTORNEYS' EYES ONLY":

21 A. Designation of a document as "CONFIDENTIAL" by the producing
22 party shall be made by conspicuously stamping or writing "CONFIDENTIAL" on
23 each page thereof.

24 B. Designation of a document as "CONFIDENTIAL--ATTORNEYS'
25 EYES ONLY" by the producing party shall be made by conspicuously stamping or
26 writing "CONFIDENTIAL--ATTORNEYS' EYES ONLY" on each page thereof.

27 C. Designation of a deposition or other pretrial testimony, or portions
28 thereof, as "CONFIDENTIAL" or "CONFIDENTIAL--ATTORNEYS' EYES

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1 ONLY” shall be made by a statement on the record by counsel for the party or
2 other person making the claim of confidentiality at the time of such testimony.
3 The portions of depositions so designated as “CONFIDENTIAL” or
4 “CONFIDENTIAL--ATTORNEYS’ EYES ONLY” shall be taken only in the
5 presence of persons qualified to receive such information pursuant to the terms of
6 this Protective Order, the court reporter, the deponent, and the deponent’s attorney.
7 Failure of any person to comply with a request to leave the deposition room will
8 constitute sufficient justification for the witness to refuse to answer any question
9 calling for disclosure of Confidential Information so long as persons not entitled by
10 this Protective Order to have access to such information are in attendance.
11 Thereafter, any counsel may reopen the deposition into areas which the witness
12 refused to answer after bringing a motion for protective order to resolve whether
13 the person who refused to leave the deposition should be allowed to be present
14 during questioning. After resolution of said motion, counsel shall be allowed to
15 continue said deposition with respect to the questions, and lines of questioning,
16 which the deponent refused to answer, though the court may order that the
17 deposition continue outside the presence of the person who refused to leave the
18 initial deposition. The applicable portions of such deposition transcripts shall be
19 clearly marked “CONFIDENTIAL” or “CONFIDENTIAL ATTORNEYS’ EYES
20 ONLY” on each page containing the Confidential Information.

21 D. Any party may designate documents or portions of deposition
22 transcripts as containing Confidential Information even if not initially marked as
23 “CONFIDENTIAL” or “CONFIDENTIAL--ATTORNEYS’ EYES ONLY” in
24 accordance with the terms of this Protective Order by so advising counsel for each
25 party in writing within twenty-one (21) calendar days of the receipt of the
26 document or deposition transcript which he, she, or it wishes to designate as
27 Confidential Information. Thereafter each such document or transcript shall be
28 treated in accordance with the terms of this Protective Order. Any person served

1 with written notice of any such designation of previously produced documents or
2 deposition transcripts as containing Confidential Information shall thereafter treat
3 such information as if it had been designated as "CONFIDENTIAL" or
4 "CONFIDENTIAL--ATTORNEYS' EYES ONLY" at the time he, she, or it first
5 received it in connection with this action and shall mark all copies of such
6 documents in his, her, or its possession accordingly.

7 III. LIMITATIONS ON DISCLOSURE OF CONFIDENTIAL
8 INFORMATION:

9 A. No Confidential Information shall be disclosed by anyone receiving
10 such information to anyone other than those persons designated herein, and in no
11 event shall Confidential Information be used, either directly or indirectly, by
12 anyone receiving such information for any business, commercial or competitive
13 purpose or for any purpose whatsoever other than the preparation for or trial of this
14 action in accordance with the provisions of this Protective Order.

15 B. Confidential Information designated "CONFIDENTIAL" shall not be
16 disclosed by any person who has received such information through discovery in
17 this action to any other person except to:

18 1. Retained counsel for any party to this action and their respective
19 associates, clerks and employees involved in the conduct of this litigation, but not
20 including in-house counsel to either party, defined as counsel regularly employed
21 or paid by, or associated with, a party, and/or whose offices are located within any
22 premises of a party;

23 2. The parties hereto, and their present officers, directors and employees;

24 3. Outside experts and consultants retained by a party for the purpose of
25 preparing or assisting in this litigation, and their respective clerks and employees
26 involved in assisting them in this litigation, to the extent deemed necessary by
27 counsel;

28 4. Any person who actually was involved in the preparation of the

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1 document or who appears on the face of the document as the author, addressee, or
2 other recipient or currently is affiliated with the party that produced or appears to
3 have prepared said document;

4 5. Court reporters and similar personnel, provided further that
5 Confidential Information filed with the Clerk of the Court shall be sealed subject to
6 release only by order of the Court or agreement of counsel;

7 6. Deponents with respect to whom the attorney for the examining party
8 believes in good faith that disclosure of Confidential Information should be made
9 in order to conduct relevant examination of such deponent on topics about which
10 the attorney in good faith believes the deponent may have relevant information. In
11 the case of a deponent who was not an author or recipient of the Confidential
12 Information, and who has not previously agreed to be bound by the terms of this
13 Order, the attorney conducting the examination shall limit disclosure of
14 confidential information by any means practicable (i.e., redaction or severance of
15 non-relevant portions) to only that which is in good faith required to conduct a
16 meaningful examination of the witness, and shall show all counsel a copy of said
17 redacted document before showing it to the witness. Any violation of this
18 provision, or objection by counsel to showing the document to the witness, shall
19 entitle the objecting party to suspend the deposition as to the Confidential
20 Information at issue and any lines of questioning relating to the Confidential
21 Information at issue, and to apply to the Court for a further Protective Order or
22 other appropriate relief; and

23 7. Any other person, either with the prior written consent of the party
24 who has designated such information as confidential or pursuant to a Court order.

25 8. The jury, judge and court personnel at time of trial.

26 C. Confidential Information designated "CONFIDENTIAL--
27 ATTORNEYS' EYES ONLY" shall not be disclosed by any person who has
28 received such information through discovery in this action to any other person

1 except to:

2 1. Retained counsel for any party to this action and their respective
3 associates, clerks and employees involved in the conduct of this litigation, but not
4 including in-house counsel to either party, defined as counsel regularly employed
5 or paid by, or associated with, a party, and/or whose offices are located within any
6 premises of a party;

7 2. Outside experts and outside consultants assisting in this litigation, and
8 their respective clerks and employees involved in assisting them in this litigation,
9 to the extent deemed necessary by counsel;

10 3. Any person who actually was involved in the preparation of the
11 document or who appears on the face of document as the author, addressee, or
12 other recipient, or is currently affiliated with the party that produced or appears to
13 have prepared said document;

14 4. Court reporters and similar personnel, provided further that
15 Confidential Information filed with the Clerk of the Court shall be sealed subject to
16 release only by order of the Court or agreement of counsel;

17 5. Deponents with respect to whom the attorney for the examining party
18 believes in good faith that disclosure of Confidential Information should be made
19 in order to conduct relevant examination of such deponent on topics about which
20 the attorney in good faith believes the deponent may have relevant information. In
21 the case of a deponent who was not an author or recipient of the Confidential
22 Information, and who has not previously agreed to be bound by the terms of this
23 Order, the attorney conducting the examination shall limit disclosure of
24 confidential information by any means practicable (i.e., redaction or severance of
25 non-relevant portions) to only that which is in good faith required to conduct a
26 meaningful examination of the witness, and shall show all counsel a copy of said
27 redacted document before showing it to the witness. Any violation of this
28 provision, or objection by counsel to showing the document to the witness, shall

entitle the objecting party to suspend the deposition as to the Confidential Information at issue and any lines of questioning relating to the Confidential Information at issue, and to apply to the Court for a further Protective Order or other appropriate relief;

6. Any other person, either with the prior written consent of the party who has designated such information as confidential or pursuant to a Court order; and

7. The jury, judge and court personnel at time of trial.

D. Before any person described in paragraphs 3(b)(iii), 3(b)(vii), 3(c)(ii) or 3(c)(vi) receives or is shown any document or information which has been designated as confidential, such person shall be given a copy of this Protective Order and shall agree in writing, in the form of the "Agreement to be Bound By Terms Of The Protective Order" attached hereto as Exhibit A, to be bound by the terms hereof. The original of each such Acknowledgment and Agreement shall be maintained by counsel, and transmitted by facsimile to all other counsel of record. If any counsel objects to showing the signatory documents subject to this Order, the objecting party shall give facsimile notice of its objections and the grounds therefore and shall have five business days to file and serve a motion for protective order. If no objection is raised or no motion for protective order is filed and served within five days thereafter, all objections to showing the signatory documents shall be waived and the signatory may be shown the documents subject to this Order. If the person does not so agree, the person may not be shown the document until after a motion for protective order is brought and an order obtained preventing the person from misusing any information in the document.

E. Nothing in this Protective Order shall be construed to require execution of the written Acknowledgement and Agreement referred to in paragraph 3(d) above, or to prevent disclosure of Confidential Information, by the party producing and designating such Confidential Information, or by any

1 employee of such party.

2 F. Nothing in this Protective Order shall prevent counsel for either party
3 from summarizing or discussing in general terms the nature of documents
4 designated as “CONFIDENTIAL” or “CONFIDENTIAL--ATTORNEYS’ EYES
5 ONLY” with representatives of their respective clients, outside experts and
6 consultants, deponents or potential witnesses, provided such summary or
7 discussion does not disclose, in any way, the substance of the document so
8 designated, the Confidential Information contained therein, and/or trade secret
9 information of another party.

10 IV. FILE UNDER SEAL:

11 All Confidential Information filed with the Court and any pleading or other
12 paper containing Confidential Information shall be filed under seal and marked:

13 “CONFIDENTIAL INFORMATION. This envelope contains documents
14 that are subject to a Protective Order of this Court and shall not be opened or
15 unsealed by anyone except the Court or its staff, without the prior written consent
16 of counsel for the parties hereto or pursuant to order of this Court. If the contents
17 of this envelope are so unsealed, they shall thereafter be resealed.”

18 The envelope shall not be opened without further order of the Court.

19 Nothing shall be filed under seal, and the court shall not be required to take
20 any action, without a separate prior order by the Judge before whom the hearing or
21 proceeding will take place, after application by the affected party with appropriate
22 notice to opposing counsel.

23 V. CHALLENGE TO CONFIDENTIALITY DESIGNATION:

24 Any party who disagrees with the designation by a party of a document or
25 other information as “CONFIDENTIAL” or “CONFIDENTIAL--ATTORNEYS’
26 EYES ONLY” may bring a motion before the Court requesting that the Court find
27 that the document or other information is, in fact, not confidential. Prior to
28 bringing such motion, a party who objects to any other party’s designation of

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documents or other information as “CONFIDENTIAL” or “CONFIDENTIAL--ATTORNEYS’ EYES ONLY” shall notify the other party in writing of the objection. The interested parties or other persons shall attempt to resolve such disagreements before submitting them to the Court. Pending resolution of any dispute concerning such designation, all parties and persons governed by this Protective Order shall treat as “CONFIDENTIAL” or “CONFIDENTIAL--ATTORNEYS’ EYES ONLY” all documents and information previously designated as “CONFIDENTIAL” or “CONFIDENTIAL--ATTORNEYS’ EYES ONLY” under the terms of this Protective Order. If a motion challenging the confidentiality designation is brought, the party or person asserting that a document or other information is properly designated as “CONFIDENTIAL” or “CONFIDENTIAL--ATTORNEYS’ EYES ONLY” shall bear the burden of proving that the document or other information is Confidential Information.

VI. SURVIVAL OF ORDER - RETURN OF DOCUMENTS:

A. The provisions of this Order shall continue in effect until otherwise ordered by the Court after notice and an opportunity to be heard is afforded to the parties to this action. The final determination or settlement of this action shall not relieve any person who has received Confidential Information or agreed to be bound by the terms of this Protective Order of his, her, or its obligations hereunder. This Court shall retain jurisdiction after such final determination or settlement to enforce the provisions of this Order. Upon completion of the litigation, all documents (including copies of documents) containing Confidential Information shall be destroyed or returned to counsel for the producing party, except that the parties’ respective attorneys of record may retain one copy of each such document for use in connection with any disputes which may arise under the Court’s retention of jurisdiction as provided for herein. Within sixty days of the conclusion of this litigation, the attorneys for the receiving party shall notify the attorneys for the producing party that such return or destruction occurred.

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B. Except as provided in Sections 4 or 7 hereof, documents or things containing the other party's Confidential Information shall at all times be in the physical possession of those persons qualifying under Section 3 hereunder, or kept by counsel of record either at the premises regularly maintained by such counsel of record as and for their respective law offices, or otherwise in their sole custody or control.

VII. USE OF OWN DOCUMENTS BY PRODUCING PARTY:

Nothing in this Protective Order shall limit the use by any party or other person of his, her or its own document(s) or information, or any other documents or information obtained independently of discovery, even if such document(s) or information have been designated as "CONFIDENTIAL" or "CONFIDENTIAL--ATTORNEYS' EYES ONLY."

VIII. APPLICATIONS TO COURT:

A. This Protective Order shall not preclude or limit any party's right to oppose or object to discovery on any ground which otherwise would be available. This Protective Order shall not preclude or limit any party's right to seek in camera review or to seek further and additional protection against or limitation upon production or dissemination of information produced in response to discovery, including documents and their contents.

B. Any person to or by whom disclosure or inspection is made in violation of this Protective Order, and who has knowledge of this Protective Order, shall be bound by the terms hereof.

C. The parties hereby, and all other persons who receive Confidential Information pursuant hereto, agree that any party or other person injured by a violation of this Order does not have an adequate remedy at law and that an injunction against such violation is an appropriate remedy. In the event any person shall violate or threaten to violate any terms of this Order, the parties agree that the aggrieved party may immediately apply to obtain injunctive relief against any such

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person. In the event the aggrieved party shall do so, the respondent person subject to the provisions of this Order shall not employ as a defense thereto the claim that the aggrieved party has an adequate remedy at law. Any persons subject to the terms of this Order agree that this Court shall retain jurisdiction over it and them for the purposes of enforcing this Order. The remedies set forth in this Section 8(c) are not exclusive to any other remedies that an aggrieved party may elect to pursue.

IX. NO ADMISSIONS:

Neither entering into this Stipulation for Protective Order nor receiving any documents or other information designated as “CONFIDENTIAL” or “CONFIDENTIAL--ATTORNEYS’ EYES ONLY” shall be construed as an agreement or admission (1) that any document or information designated as “CONFIDENTIAL” or “CONFIDENTIAL--ATTORNEYS’ EYES ONLY” is in fact Confidential Information; (2) as to the correctness or truth of any allegation made or position taken relative to any matter designated as “CONFIDENTIAL” or “CONFIDENTIAL--ATTORNEYS’ EYES ONLY;” or (3) as to the authenticity, competency, relevancy, or materiality of any information or document designated as “CONFIDENTIAL” or “CONFIDENTIAL--ATTORNEYS’ EYES ONLY.” This Order is not intended to modify or waive the provisions of the California Rules of Civil Procedure or of the California Rules of Evidence. This Order does not require the production of documents or information that would otherwise be non-discoverable.

X. SUBPOENA BY OTHER COURTS OR AGENCIES:

If another court or an administrative agency subpoenas or orders production of “CONFIDENTIAL” or “CONFIDENTIAL—ATTORNEYS’ EYES ONLY” documents which a party has obtained under the terms of this Order, before complying with such subpoenas or orders, such party shall promptly notify the party or other person who designated the documents of the pendency of such

subpoena or order.

XI. MODIFICATION - FURTHER AGREEMENTS:

Nothing contained herein shall preclude any party from seeking from the Court modification of this Order upon proper notice or preclude the parties from entering into other written agreements designed to protect Confidential Information.

Further, the Court may modify the protective order in the interests of justice or for public policy reasons.

XII. COUNTERPARTS:

This Stipulation for Protective Order may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one instrument.

I hereby consent to the form, substance of this agreement and consent to entry of this agreement as an order.

Dated: December 7, 2015

GORDON & REES LLP

By: s/Sean P. Flynn
Sean P. Flynn (SBN: 220184)
Attorneys for National Credit
Adjusters, LLC

Dated: December 7, 2015

HUSSIN LAW

By: s/Tammy Hussin
Tammy Hussin (SBN: 155290)
Attorneys for David Mayfield

IT IS SO ORDERED.

1 DATED: December 14, 2015

Rozella A. Olin

UNITED STATES MAGISTRATE JUDGE

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CERTIFICATE OF SERVICE

Pursuant to FRCP 5(b), I the undersigned, certify and declare that I am over the age of 18 years, and am an employee of Gordon & Rees LLP, 2211 Michelson Drive, Suite 400, Irvine, California 92612.

On **December 14, 2015** and pursuant to FRCP 5(b), I served a true and correct of the foregoing

STIPULATED PROTECTIVE ORDER

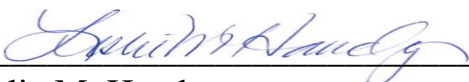
on the parties below by E-Service via the Court's CM/ECF filing system addressed as follows to:

Tammy Hussin, Esq.
Hussin Law
6404 Merlin Drive, #100
Carlsbad, CA 92011
(877) 677-5397
(877) 667-1547
tammy@hussinlaw.com

Attorney for Plaintiff
David Mayfield

I declare that I am employed in the office of a member of the California State Bar who is permitted to practice before this Court, at whose direction the service stated above was made, and declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on December 14, 2015, at Irvine, California.



Leslie M. Handy